

Plaintiffs' Exhibit 102

(Redacted)

Contract ID: 354532

DVIP Annual Deal Addendum

This DVIP Annual Deal Addendum ("**Addendum**") is entered into by Customer and Google. This Addendum is an addendum to the Advertising Program Terms for Google Ads that are in effect between Google and Customer over the Term or, if no such terms are in effect, the standard Advertising Program Terms for Google Ads located at <http://www.google.com/ads/terms> (as applicable, the "**Terms and Conditions**"), which are hereby incorporated by reference. This Addendum, the Terms and Conditions, and each applicable IO (collectively, the "**Agreements**") govern participation in Google's DVIP Annual Deal Program (the "**Program**") by Customer, on behalf of Advertiser. If Customer is participating in the Program on its own behalf, Customer is deemed both Customer and Advertiser. Any capitalized terms not defined in this Addendum have the meanings assigned to them in the Terms and Conditions.

Customer and Google agree to the following:

1. Definitions. In this Addendum, the following definitions apply.

- (a) "**Account**" means an account through which Advertiser, Customer and/or a Participating Company on behalf of Advertiser may purchase Display Ads, Waze Ads or YouTube BrandConnect goods and services.
- (b) "**Advertiser**" means United States Postal Service, and such Advertiser's Affiliates that are recognized as such (and linked to such Advertiser) in Google's financial reporting systems.
- (c) "**Added Value Use Period**" means the period beginning the first day of the month after the later of (i) the start of the Program Period and (ii) the Effective Date, and ending 4 months after the end of the Program Period.
- (d) "**Affiliate**" means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party.
- (e) "**Authorized Buyers**" means the program provided by Google or a Google Affiliate currently known as "Authorized Buyers," and any successor services.
- (f) "**Currency**" means the currency or currencies set out in Exhibit A.
- (g) "**Customer**" means the customer executing this Addendum.
- (h) "**Discount**" means the rate(s) listed in Exhibit B.

- (i) **"Discount Period"** means the period beginning on the later of (i) the start of the Program Period and (ii) the Effective Date, and ending at the end of the Program Period.
- (j) **"Display Ads"** has the meaning set out in Section 2.
- (k) **"Display & Video 360 Third Party Exchange Spend"** means spend via Display & Video 360 that is for purchases of Display Ads from an ad exchange other than Google Ad Manager.
- (l) **"Effective Date"** means the date that the last party signs this Addendum.
- (m) **"Eligible Ads"** means standard reservation-based Display Ads on YouTube or GDA that target the Territory and are booked by Advertiser, Customer and/or Participating Company on behalf of Advertiser pursuant to an IO. Eligible Ads do not include any auction-based Display Ads or any ad purchased via Instant Reserve.
- (n) **"GDA"** means Google or partner properties within the Google display advertising network provided under the names "Google Display Ads" or "GDA" (formerly known as "Google Display Network" and "GDN").
- (o) **"Google"** means, collectively, each Google entity that signs below.
- (p) **"Milestone Date"** means one of the dates identified as such and detailed in Exhibit A.
- (q) **"Milestone Amount"** means any of the milestone amounts as detailed in Exhibit A.
- (r) **"Participating Company"** means any third party other than Customer that Advertiser retains for the purpose of purchasing Eligible Ads on behalf of Advertiser and that is recognized as such in Google's financial reporting systems.
- (s) **"Program Period"** means the period of time from the start date through the end date listed in Exhibit A.
- (t) **"Qualifying Spend"** has the meaning set out in Section 2.
- (u) **"Total Ad Spend"** means the aggregate target Qualifying Spend as listed in Exhibit A.
- (v) **"Term"** means the period of time from the Effective Date through the earlier of (i) the end of the Added Value Use Period and (ii) the date on which this Addendum is terminated.
- (w) **"Tier"** means the tier associated with a particular Milestone Amount as detailed in Exhibit A.
- (x) **"Territory"** means any country or region listed in Exhibit A.

2. Qualifying Spend.

- (a) In this Addendum, “**Display Ads**” means any and all graphical or video ads (in .gif, .jpeg, .jpg, .png, .swf and other Flash formats, or such other formats as Google may notify Customer from time to time) and audio ads, as determined by Google, which are made available by Google or its Affiliates on GDA, YouTube, or Display & Video 360.

Display Ads exclude Search ads. Display Ads also exclude shopping ads and text ads (including any related images) other than:

- i. Responsive Display Ads;
 - ii. Smart Display Campaigns;
 - iii. Discovery Campaigns; and
 - iv. App Campaigns.
- (b) The “**Qualifying Spend**” is the sum of the amounts at (i) to (v) below that are paid or payable (calculated in the Currency and net of any applicable discounts) for the purchase of ads that are targeted to users in the Territory by Advertiser, Customer and/or Participating Company on behalf of Advertiser during the Program Period, which Google attributes to such party and the Territory in the financial reporting systems it uses to administer the Program, subject to the exclusions set out in Section 2(c). Such amounts may be billed to and/or paid or payable by Advertiser, Customer and/or Participating Company on behalf of Advertiser:
- i. GDA spend: fees for Display Ads on GDA;
 - ii. YouTube spend: fees for Display Ads on YouTube;
 - iii. DV360 spend: fees for Display Ads that are purchased using Display & Video 360, but excluding (1) platform and data fees; (2) Display & Video 360 Third Party Exchange Spend via programmatic guaranteed and preferred deals; and (3) Display Ads via tag guaranteed;
 - iv. Waze spend: fees for ads on Waze; and
 - v. YouTube BrandConnect spend: fees for YouTube BrandConnect goods and services, but excluding fees that are paid or payable with YouTube BrandConnect fee relief added value provided under any DVIP Annual Deal agreement.
- (c) Qualifying Spend does not include:
- i. fees for ads purchased as part of any principal trading deal;
 - ii. fees for ads purchased as part of YouTube Partners Sales program;

- iii. fees for ads purchased via Authorized Buyers (or any other similar program as may be offered by Google or its Affiliates from time to time);
- iv. any applicable regulatory operating fee or jurisdiction specific fees or costs as determined by Google; and
- v. VAT or other applicable taxes.

3. DVIP Annual Deal Spend.

- (a) In connection with Advertiser, Customer and/or Participating Company's purchase of Display Ads on behalf of Advertiser, Customer will make commercially reasonable efforts to meet or exceed the Total Ad Spend over the Program Period; provided, however, that neither Advertiser, Customer nor Participating Company will be considered in breach of this Addendum or otherwise liable to Google, nor will any penalty be imposed on any such party (e.g., any claw back or reimbursement for any previously given Discount or used added value), should Qualifying Spend not reach such Total Ad Spend or any Milestone Amount. Google's sole remedies, should Qualifying Spend not reach the Total Ad Spend or any Milestone Amount in accordance with this Addendum, will be as set out in the remainder of Section 3.
- (b) If Qualifying Spend is less than 90% of the relevant Tier 1 Milestone Amounts on the corresponding Milestone Dates, then with immediate effect on written notice to Customer Google's sole remedies will consist of, in its sole discretion, the right to: (i) terminate this Addendum; (ii) reduce or eliminate any unused added value referenced in this Addendum (if applicable); (iii) withhold any such unused added value pending Qualifying Spend meeting at least 90% of the next Milestone Amount; or (iv) lower the Discount, in each case at any time on or after the relevant Milestone Date. If Google lowers the Discount pursuant to this subsection and Customer is not satisfied with the reduced discount level as determined by Google, then Customer may terminate this Addendum with immediate effect on written notice to Google.
- (c) Google will give consideration to various circumstances that may arise during the Term and that directly impact Customer's ability to achieve at least 90% of any Milestone Amount by the relevant Milestone Date, subject to any such consideration not restricting Google's rights under this Addendum.

4. DVIP Annual Deal Benefits.

- (a) Advertiser, Customer and Participating Company will receive the Discount off of the standard market rate card in effect at the time of purchase for Eligible Ads during the Discount Period. The Discount will only apply to Eligible Ads served during the Discount Period. If applicable, the Discount may increase to a higher rate described in Exhibit B if the Qualifying Spend meets an applicable Tier listed in Exhibit A on or before the applicable Milestone Date. Such higher rate (e.g., the "Tier 2" rate) can only be

maintained if the Qualifying Spend meets the applicable subsequent Milestone Amount detailed in Exhibit A.

- (b) Google is not required to amend any previously executed IO to apply the Discount and/or added value if any Discount or added value was not already applied in such previously executed IO.
- (c) Advertiser, Customer and/or a Participating Company will be entitled to apply only one discount agreement or arrangement that such party has with Google (or a Google Affiliate) on each IO entered into on behalf of Advertiser during the Discount Period, provided that: (i) nothing in this Addendum will prevent any such party from taking advantage of a different discount rate it might have pursuant to a separate agreement it might have with Google or a Google Affiliate; (ii) the Discount may not be combined with or applied to any discount or added value such party may be entitled to receive other than that set forth herein; (iii) Advertiser, Customer and/or Participating Company will be entitled to elect and apply whichever discount or arrangement it chooses, in its sole discretion; and (iv) nothing in this Addendum will be construed to require such party to choose any particular discount or arrangement over another.
- (d) If any currency conversion is required in connection with the calculation of Qualifying Spend, such conversion will be made by using the daily average rate of exchange quoted by a reputable third party selected by Google.
- (e) **Research and Measurement:** If requested by Customer, Google agrees to pay third parties to provide research studies to Customer (on behalf of Advertiser) during the Added Value Use Period (such amounts to be made available up to 15 days from any applicable Milestone Date listed in Exhibit C). Such studies may include post-campaign reporting and analytics. Any research will not require any integration with any Google product or service and will not require any new Google product or service feature that is not already generally available to the public. The total value (as determined by Google in its sole discretion) of such research studies, including any taxes where applicable, will not exceed the amount listed in Exhibit C. Neither party is responsible for the content or delivery of such research studies. Such research studies are mutually agreed to between the parties and subject to additional terms and conditions (e.g., a separate research agreement, a minimum number of impressions or minimum ad spend for campaigns being used in connection with any such study, etc.). All related purchase orders for the research studies must be submitted within 1 month after the end of the Program Period and the applicable invoices must be submitted to Google no later than the end of the Term. Google is not responsible for paying invoices received after the end of the Term. For funds that are unallocated in Google's financial reporting systems, the parties may mutually agree to reassign such unallocated funds to (i) another form of added value, except no such reallocation is allowed after the end of the Program Period, or (ii) another country and/or a Customer Affiliate (on behalf of Advertiser) or Advertiser Affiliate (as appropriate), except that no reallocations are allowed following 1 month after the end of the Program Period.

(f) **Third Party Digital Production:** If requested by Customer, Google agrees to pay an amount not to exceed, inclusive of any taxes where applicable, the amount listed in Exhibit C for Customer's (on behalf of the Advertiser) use of a vendor's digital production services provided during the Added Value Use Period (such amounts to be made available up to 15 days from any applicable Milestone Date listed in Exhibit C). Prior to any such payment being made by Google, any such digital production services must be completed, will be subject to Google's prior approval (not to be unreasonably withheld), and must meet any Google technical specifications and policies with respect to contests. As between Google and Customer, Customer is responsible for selecting, contracting with, and managing the vendor. All related purchase orders for production payments must be submitted within 1 month after the end of the Program Period and applicable invoices must be submitted to Google no later than the end of the Term. Google is not responsible for paying invoices received after the end of the Term. Google will not be responsible for the delivery, development or functionality of the results of any such vendor's services, and Customer acknowledges that any assets created from such production services will be considered an "Ad" and/or "Creative" under the Terms and Conditions. There will be no monetary refund for any unused portion of such amount. For funds that are unallocated in Google's financial reporting systems, the parties may mutually agree to reassign such unallocated funds to (i) another form of added value, except no reallocation is allowed after the end of the Program Period, or (ii) another country and/or a Customer Affiliate (on behalf of Advertiser or Advertiser Affiliate) or Advertiser Affiliate (as appropriate), except that no reallocation is allowed following 1 month after the end of the Program Period.

(g) **Account Support:** If requested by Customer, Google agrees to pay Google approved (and in some cases, certified) third party vendor(s) to provide certain services listed in Exhibit C during the Added Value Use Period to support Customer's purchase of Display Ads (on behalf of Advertiser) (such third party vendor(s) "**Customer Vendor**") (such amounts to be made available up to 15 days from any applicable Milestone Date listed in Exhibit C). Such Customer Vendor services may include but are not limited to account management, account setup and optimization, and training. Such services must be completed and are subject to Google's prior review and approval (not to be unreasonably withheld) before payment can be made. The total amount payable by Google to the Customer Vendor, inclusive of any taxes where applicable, is listed in Exhibit C. As between Google and Customer, Customer is responsible for selecting, contracting with, and managing Customer Vendor. Google will not be responsible for the delivery or results of Customer Vendor services. If Customer Vendor manages Customer accounts that process personal data of data subjects located in the European Economic Area, then Customer Vendor acts as the Customer's data processor and, consequently, Customer must have the applicable processor agreement in place with Customer Vendor to comply with Article 28(3) of the European Union's General Data Protection Regulation or the equivalent provision in the UK's General Data Protection Regulation (as applicable). There will be no monetary refund for any unused amounts. All related purchase orders for the services provided by Customer Vendor must be submitted within

1 month after the end of the Program Period and the applicable invoices must be submitted to Google no later than the end of the Term. Google is not responsible for paying invoices received after the end of the Term. For funds that are unallocated in Google's financial reporting systems, the parties may mutually agree to reassign such unallocated funds to (i) another form of added value, except no such reallocation is allowed after the end of the Program Period, or (ii) another country and/or a Customer Affiliate (on behalf of Advertiser or Advertiser Affiliate) or Advertiser Affiliate (as appropriate), except that no such reallocations are allowed following 1 month after the end of the Program Period.

- (h) **Additional Added Value for Qualifying Spend:** If applicable, additional added value related to Qualifying Spend listed in Exhibit C will be made available to Customer (on behalf of the Advertiser) if Qualifying Spend is at least the corresponding Milestones listed in Exhibit A by the applicable Milestone Date (to be made available up to 15 days from the applicable Milestone Date). For example only, if Tier 2 includes an additional \$10,000 of added value and Qualifying Spend is at least the Tier 2 Milestone Amount for the applicable Milestone Date, then Customer (on behalf of the Advertiser) will receive that additional \$10,000 in added value. If Qualifying Spend did not satisfy the condition to receive additional added value on a Milestone Date (i.e., the Qualifying Spend was below the applicable Milestone Amount for a particular Tier level), but the Qualifying Spend was at least the Milestone Amount for a subsequent Milestone Date and Tier level (including Total Ad Spend Amount at the end of the Program Period), then Customer (on behalf of the Advertiser) will receive any additional added value and at the qualifying Tier for those prior Milestone Dates that Customer was not previously eligible for.
- (i) Certain added value may not be available in all territories or may be subject to additional terms and conditions communicated by Google.

- 5. **Confidentiality; Press Releases.** No party to this Addendum will disclose this Addendum to any third party, except to Advertiser, a Participating Company, and such party's professional advisors under a strict duty of confidentiality, or as may be necessary to comply with law, rule or regulation. Neither party will refer to or identify the other or the Advertiser by name, logo or otherwise in any news release, public announcement, advertisement, or other form of publicity in relation to this Addendum without securing the prior written consent of the other party and/or Advertiser.
- 6. **Change of Control.** If a party experiences a change of control, an acquisition, and/or a divestiture of companies or divisions relevant to this Addendum (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (i) that party will give written notice to the other party within 30 days after such event; and (ii) the parties will engage in good faith discussions to resolve any issues related to such event and any impact it may have on participation in the Program. If the parties do not come to an agreement within 30 days from receipt of the relevant notice (or such other time period agreed to by the

parties, which may be confirmed by email), then either party may immediately terminate this Addendum.

- 7. Termination.** Either party may terminate this Addendum if the other party materially breaches any term or condition of the Agreements and fails to cure such breach within 30 calendar days after receiving written notice thereof. Section 5 (Confidentiality; Press Releases) and other sections that by their nature should survive expiration or termination of this Addendum will survive any expiration or termination of this Addendum. Either party may terminate this Addendum immediately as set forth in Section 3(b), if the other party breaches Section 5 (Confidentiality; Press Releases), and as provided under Section 6 (Change of Control). Termination of this Addendum will have no effect on any Discount available to Eligible Ads pursuant to IOs that are fully executed prior to the effective date of termination.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Addendum by persons duly authorized as of the Effective Date.

GOOGLE: GOOGLE LLC

**CUSTOMER: UNIVERSAL MCCANN
WORLDWIDE, INC.**

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

[Remainder of page intentionally left blank. Exhibits to follow on the next page.]

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